

BROEGE, NEUMANN, FISCHER & SHAVER, L.L.C.
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December 27, 2016

Certified Mail: 7013 3020 0002 3788 6017
Marie-Ann Greenberg
Chapter 13 Standing Trustee
30 Two Bridges Road, Suite 330
Fairfield NJ 07004

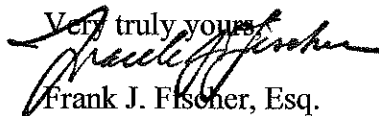
Certified Mail: 7013 3020 0002 3788 8943
CCAP Auto Lease LTD
Ramsey Fiat
365 Rt. 17 South
Upper Saddle River, NJ 07458

RE: David A. Cornell – 13-31514-JKS
Hearing Date: 1/26/17 at 11:00 a.m.

Dear Sir/Madam:

Enclosed please find the following documents:

1. Notice of Motion for Approval of Post-Petition Financing Pursuant to Section 364(d);
2. Debtor's Certification in Support of Motion for Post-Petition Financing;
3. Schedule A: Application for Vehicle Financing During Chapter 13 Plan along with copy of lease;
4. Order Approving Post-Petition Financing; and
5. Schedules I & J.

Very truly yours,

Frank J. Fischer, Esq.

FJF/jl
Enclosures

BROEGE, NEUMANN, FISCHER & SHAVER, L.L.C.
25 Abe Voorhees Drive, Manasquan, NJ 08736
(732) 223-8484 Fax: (732) 223-2416 Email: Rugger52@aol.com
Attorneys for Debtor, Frank J. Fischer, Esq., FF3328

UNITED STATES BANKRUPTCY COURT
District of New Jersey

In re: :
David A. Cornell : Chapter 13 Case No. 13-31514-JKS
Debtor : Judge: Honorable John K. Sherwood
_____ : Hearing Date: 1/26/17 at 11:00 a.m.

DEBTORS' CERTIFICATION IN SUPPORT OF
MOTION FOR POST-PETITION FINANCING

I, David A. Cornell, hereby certifies as follows:

1. I am the Debtor in the within Chapter 13 proceeding and are fully familiar with the facts and circumstances of this matter.

2. I filed my Chapter 13 petition for relief on October 1, 2013. The plan was confirmed on February 27, 2014. The Order Confirming Chapter 13 Plan was entered by Judge Novalyn L. Winfield on February 27, 2014.

3. The terms of the proposed financing are as follows which are evidenced in the Lease attached hereto as Exhibit A:

A. The proposed lessor is CCAP Auto Lease LTD.

B. The monthly payment is \$406.45 for 39 months.

4. If the financing is approved, the debtor intends to (choose one):

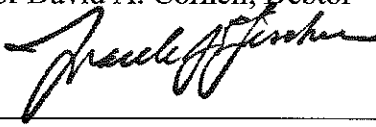
- ☐ Satisfy all plan obligations from financing proceeds
☒ Continue to make payments under the Plan as proposed or confirmed
☐ Modify the Plan as follows: _____

involved. If a disputed question of law should arise on the return date of the motion, the movants further reserve the right to file a brief or memorandum of law in accordance with any time table set by the Court.

PLEASE TAKE FURTHER NOTICE that in accordance with Local Rule 9013-3(d) of the Rules of Procedure governing the practice before the United States Bankruptcy Court for the District of New Jersey, this motion may be deemed uncontested if no one files written responses and serves same on counsel for the moving party. This motion will be decided on the papers unless opposition is filed. The Court will permit oral argument only from the movant or a party that has filed opposition to the motion. In accordance with Local Rule 9013-2(a)(2), any opposition to this motion or any cross-motion must be filed and served not later than seven (7) days before the hearing date. A cross-motion must relate to this motion. If a party opposing this motion or filing a cross-motion wants the Court to decide this matter on the papers submitted, their motion or cross-motion should state that the party is waiving oral argument. If no responsive pleading is filed, the Court may enter the relief requested on the papers submitted.

BROEGE, NEUMANN, FISCHER & SHAVER, L.L.C.
Attorneys for David A. Cornell, Debtor

Dated: 12/20/16

By: 
Frank J. Fischer, Esq.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

**BROEGE, NEUMANN, FISCHER & SHAVER,
L.L.C.**

25 Abe Voorhees Drive, Manasquan, NJ 08736

(732) 223-8484 Fax: (732) 223-2416

Email: Rugger52@aol.com

Attorneys for Debtor

Frank J. Fischer, Esq.

FF3328

In re:

David A. Cornell

Debtor

Chapter 13 Case No. 13-31514-JKS

Judge: Honorable John K. Sherwood

Hearing Date: 1/26/17 at 11:00 a.m.

ORDER APPROVING POST-PETITION FINANCING

The relief set forth on the following pages, numbered two (2) through three (3) is hereby
ORDERED.

5. The reason why this financing should be approved is because I need a vehicle and I did not have a leased or financed vehicle at the time of the filing of my bankruptcy. Without a vehicle, I cannot go to work.

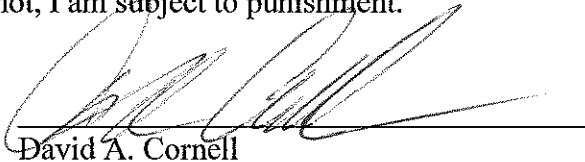
6. Other important information: My employer will be reimbursing me for the lease payments as part of my employee benefits.

7. I also seek approval of my attorneys' fees in connection with this motion in the amount of \$400.00 plus filing fees to be paid (choose one):

At closing
Through the Plan
X Outside the Plan

I hereby certify that the above information is true and correct to the best of my knowledge, information and belief. It if is not, I am subject to punishment.

Dated: 12-21-16



David A. Cornell

SCHEDULE A

Marie-Ann Greenberg
Chapter 13 Standing Trustee

30 Two Bridges Road
Suite 330

Fairfield, NJ 07004-1550

Joseph D. Petrolino, Jr.
Staff Attorney

Brian M. Knapp
Staff Attorney

Phone 973-227-2840
Fax 973-227-3272

For Payments Only:

PO Box 520
Memphis, TN 38101-0520

APPLICATION FOR VEHICLE FINANCING DURING CHAPTER 13 PLAN

1. Complete ENTIRE form online in your web browser. Click the button at the bottom of the form to print it. Both debtors (if applicable) must sign the form.
2. Please submit form through 13documents

Name of Person Making Request: DAVID CORNELL

Mail/Fax or Email Information: 69 RT. 46 W. FAIRFIELD, NJ 07004 / DCMORTGAGEMOVE@ALL.COM

Chapter 13 Case No: 1331514

Debtor Name: DAVID A. CORNELL

Co-Debtor Name: _____

1. Vehicle Type (make and model) FIAT 500X Year (4 digits) 2016 Mileage NEW
2. Warranty: YES ☒ NO ☐ Type of Warranty: _____
3. Purchase Price: LEASE
4. Monthly Payment: 406.35
5. Terms of Financing: 39 Months
6. Interest Rate: N/A % (not to exceed 18%)
7. Total Amount to be borrowed? 30,749.95 (Price of Car)
8. Total Finance Charges? N/A
9. Credit, Life or Disability Insurance? YES ☐ NO ☒ Type of Insurance: _____
10. Is the vehicle an addition to vehicles currently owned or leased? YES ☒ NO ☐
If this is an addition, please file motion and appropriate paperwork, including amended budget with the Court.
11. Is the vehicle a replacement for vehicles currently owned or leased? YES ☒ NO ☐
What vehicle is the new vehicle replacing and what is the current monthly payment? CURRENTLY DO NOT HAVE

(BOTH OF MY CURRENT VEHICLES HAVE VERY HIGH MILEAGE & NEED COSTLY REPAIRS)
(NO CAR PAYMENTS)

DATED: 12-13-16

DEBTOR SIGNATURE: _____
CO-DEBTOR SIGNATURE: _____

The application will be reviewed and either an approval letter or a denial letter will be issued in approximately five (5) business days.

Motor Vehicle DEAL #: 7000938
Retail Order CUST #: 648589



No. N- GP503001

☐ CASH PURCHASE ☒ LEASE ☐ FINANCE ☐ RENTAL ☐ NEW ☐ DEMO ☒ LEASE ☐ RENTAL

VISIT US AT WWW.RAMSEYCAR.COM

| | | | | | |
|---|--|---|--|--|--|
| LESSOR: CCAP AUTO LEASE LTD | | DATE: 12/10/2016 | | STOCK NO. FIG0223 | |
| CUSTOMER: LESSEE(S) DAVID A CORNELL | | ADDRESS: 238 1ST | | SEASIDE HEIGHTS NJ 08751 | |
| HOME PHONE: 973/725-7726 | | WORK PHONE: | | SALESPERSON: ANTHONY J FRANCICA | |
| D.L. # | | SOC SEC. # | | D.O.B. | |
| PLEASE ENTER MY ORDER FOR ONE 2016 FIAT | | MODEL: 500X | | | |
| BODY TYPE: UT | | COLOR: NERO CINEMA | | MILES: 14 | |
| INTERIOR TRIM COLOR: LEATHER | | NEAR/AID MAKE | | SERIAL NO: Z F B C F Y D T 2 G P 5 D 3 0 0 1 | |
| <p>Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:</p> <p><input type="checkbox"/> Cash Purchase <input type="checkbox"/> Finance Purchase <input checked="" type="checkbox"/> Lease</p> <p>IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.</p> <p>IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.</p> <p>TO BE DELIVERED ON OR ABOUT 12/10/2016</p> <p>Price of Unit 30749.95</p> <p>Additional Equipment (options):</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> | | <p>IF A NEW VEHICLE SALE OR LEASE</p> <p>The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.</p> <p>IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX</p> <p><input type="checkbox"/> This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.</p> <p>OR</p> <p><input type="checkbox"/> The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.</p> <p>ALL USED VEHICLE SALES-DEALER'S OBLIGATION</p> <p>The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.</p> <p>12 / 10 / 2016 X N/A</p> <p>WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)</p> <p>The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1993, Chpt. 373).</p> <p>12 / 10 / 2016 X N/A</p> <p>TRADE-IN DESCRIPTION AND ALLOWANCE</p> <p>YEAR MAKE MODEL MILEAGE</p> <p>SERIAL NO. TRADE-IN VALUE LESS BALANCE OWED NET TRADE-IN ALLOWANCE</p> <p>N/A N/A N/A N/A</p> <p>BALANCE OWED TO: ADDRESS ACCOUNT NO. PER</p> <p>Customer verifies that the above stated mileage of on the trade-in vehicle is accurate.</p> <p>CUSTOMER CERTIFIES THE ACCURACY OF THE SEPARATE FEDERAL ODOMETER STATEMENT AS TO THE USED VEHICLE THAT THE BLOCK IS NOT CRACKED THE VEHICLE HAS NOT BEEN FLOODED THERE IS NO SIGNIFICANT VEHICLE DEFECTOR DAMAGE THE VEHICLE HAS NOT BEEN INVOLVED IN ANY ACCIDENT THE EMISSION CONTROL EQUIPMENT INCLUDING CATALYTIC CONVERTER HAS NEVER BEEN ALTERED OR REMOVED FROM THE VEHICLE ALL AIR BAGS ARE OF ORIGINAL EQUIPMENT AND HAVE NOT BEEN DEPLOYED STOLEN OR REPLACED.</p> <p>X N/A</p> <p>Customer's Signature Date</p> | | | |
| <p>IF A LEASE, THE FOLLOWING APPLY:</p> <p>MONTHLY PAYMENT AMOUNT \$ 406.35</p> <p>TERM: 39 MONTHS</p> <p>MILEAGE PER YEAR 12000</p> <p>CASH DUE AT DELIVERY \$ 1000.00</p> <p>Subject to Primary Lender Approval.</p> <p>IF A PURCHASE, THE FOLLOWING APPLY:</p> <p>TOTAL PRICE OF VEHICLE</p> <p>Less Trade-in</p> <p>Anti-Theft Vehicle Security Etch - Optional \$199.00</p> <p>TOTAL TAXABLE AMOUNT</p> <p>State Sales Tax</p> <p>NJ State Tire Tax - \$1.50 per new tire</p> <p>NJ Supplemental Tinting Fee</p> <p>Registration/Title Fee (Estimated) (See Paragraph 15 On Reverse Side)</p> <p>Documentary Clerical Expense \$198.00</p> <p>Fee: Document Transmittal Fee \$100.00 \$299.00</p> <p>(See Paragraph 16 On Reverse Side)</p> <p>NET PAY-OFF ON TRADE-IN</p> <p>TOTAL</p> <p>Deposit (Minimum Required 10%)</p> <p>Consumer Incentives / Rebates</p> <p>I acknowledge receipt of the above rebate (if any) and hereby assign this rebate to dealer. X</p> <p>BALANCE IN CASH, CERTIFIED CHECK OR CASHIER'S CHECK TO BE PAID TO DEALER ON DELIVERY.</p> <p>BALANCE DUE ON DELIVERY 0.00</p> <p>There were no additional statements either written or verbal other than stated on this contract.</p> | | | | | |

THIS ORDER NOT SUBJECT TO CANCELLATION - DEPOSIT NON-REFUNDABLE - IF A LEASE OR FINANCE. TERMS SUBJECT TO PRIMARY LENDER APPROVAL
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims ("claims"), that may arise out of or relating to the sale or lease identified in this agreement. By agreeing to arbitrate the parties understand and agree that they are giving up their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to resolve their disputes. Consumer Fraud, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree not (i) to bring any claim as a class action or (ii) seek to have any claims consolidated with the claims of any other person. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, and the Consumer Related Disputes Supplementary Procedures to the extent applicable, before a single arbitrator who shall be a retired judge or an attorney. Dealership shall advance both party's filing, service, administration, arbitrator, hearing, other fees and costs, except when awarded by the arbitrator under applicable law. The arbitration shall take place in New Jersey at a mutually convenient place agreed upon by the parties or selected by the arbitrator. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. If any part of this agreement to arbitrate, other than the waivers of class actions and consolidation, is found to be unenforceable for any reason, the remaining provisions shall remain enforceable. If the waiver of class actions or consolidation is found unenforceable, between the parties contains a provision for arbitration of claims which conflicts with or is inconsistent with this arbitration provision, the terms of such subsequent arbitration provision shall govern and control to the extent of such conflict or inconsistency. **THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.**

Accepted By: 12/10/2016 X

Date

Dealer or His Authorized Representative

Date

X

Customer's Signature

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HAS AUTHORIZED REPRESENTATIVE.** Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. I am 18 years of age or older and of full legal capacity to enter into this contract.

Accepted By: 12/10/2016 X

Date

Dealer or His Authorized Representative

Date

X

Customer's Signature

THIS ORDER NOT SUBJECT TO CANCELLATION - DEPOSIT NON-REFUNDABLE - IF A LEASE OR FINANCE. TERMS SUBJECT TO PRIMARY LENDER APPROVAL. IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

af car Services, Inc. 96402 (9/14)

BROEGE, NEUMANN, FISCHER & SHAVER, L.L.C.
25 Abe Voorhees Drive, Manasquan, NJ 08736
(732) 223-8484 Fax: (732) 223-2416 Email: Rugger52@aol.com
Attorneys for Debtor, Frank J. Fischer, Esq., FF3328

UNITED STATES BANKRUPTCY COURT
District of New Jersey

In re: :
David A. Cornell : Chapter 13 Case No. 13-31514-JKS
Debtor : Judge: Honorable John K. Sherwood
_____: Hearing Date: 1/26/17 at 11:00 a.m.

**NOTICE OF MOTION FOR APPROVAL OF POST-PETITION
FINANCING PURSUANT TO SECTION 364(d)**

TO: Marie-Ann Greenberg
Chapter 13 Standing Trustee
30 Two Bridges Road, Suite 330
Fairfield NJ 07004

CCAP Auto Lease LTD
Ramsey Fiat
365 Rt. 17 South
Upper Saddle River, NJ 07458

PLEASE TAKE NOTICE that on Thursday, January 26, 2017 at 11:00 a.m. or as soon thereafter as counsel may be heard, the undersigned attorneys for the Debtor in the within bankruptcy proceeding will move before the Honorable John K. Sherwood, U.S.B.J., at the United States Bankruptcy Court, 50 Walnut Street, 3rd Floor, Courtroom 3D, Newark, NJ 07102, for an order authorizing the Debtor to lease a vehicle.

Upon the return date of the within motion, the undersigned shall rely upon the certification of the Debtor and the oral arguments of counsel, if necessary.

PLEASE TAKE FURTHER NOTICE that the Debtor submit herewith no brief or memorandum of law in connection with this motion, there being no disputed questions of law

THIS MATTER having come before the Court on the Debtor's Motion to Approve Post-Petition Financing, and the Court having considered the Debtor's motion and any opposition thereto, and good and sufficient case appearing therefrom for the entry of this order, it is hereby

ORDERED that the debtor be and hereby is allowed to finance the vehicle with CCAP Auto Lease LTD pursuant to the terms outlined in the Debtor's certification in support of the financing motion; and it is further

ORDERED that the debtor shall:

- ☐ Satisfy all Plan obligations from financing proceeds
- ☒ Continue to make payments under the Plan as proposed or confirmed
- ☐ Modify the Plan as follows:

and it is further

ORDERED that the debtor's counsel shall be allowed a legal fee of \$400.00 plus filing fees for representation in connection with this motion which is to be paid (**choose one**):

At closing Through the Plan ☒ Outside of the Plan

and it is further

ORDERED that the Chapter 13 Trustee shall be provided with a copy of the executed lease within seven (7) days of the executing of the lease; and it is further

ORDERED that Fed. R. Bankr. P. 6004(h), which provides a 14 day stay of this order,

☐ is applicable

☒ is not applicable

and it is further

ORDERED that the following other provisions apply: Allowance of the Debtor's attorney's fees does not impact the Plan payments

Fill in this information to identify your case:

Debtor 1 David A. Cornell

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF NEW JERSEY, TRENTON DIVISION

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Employment status

Debtor 1

- ☒ Employed
- ☐ Not employed

Debtor 2 or non-filing spouse

- ☐ Employed
- ☐ Not employed

Occupation

Include part-time, seasonal, or self-employed work.

Employer's name

Patriot Mortgage LLC

Occupation may include student or homemaker, if it applies.

Employer's address

2515 Highway 35 Ste 303
Manasquan, NJ 08736-1901

How long employed there? 7 months

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

| | For Debtor 1 | For Debtor 2 or non-filing spouse |
|--|--------------------|-----------------------------------|
| 2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be. | \$ <u>8,296.17</u> | \$ <u>N/A</u> |
| 3. Estimate and list monthly overtime pay. | +\$ <u>0.00</u> | +\$ <u>N/A</u> |
| 4. Calculate gross income. Add line 2 + line 3. | \$ <u>8,296.17</u> | \$ <u>N/A</u> |

Debtor 1 **Cornell, David A.**

Case number (if known)

| | For Debtor 1 | For Debtor 2 or non-filing spouse |
|--|--|-----------------------------------|
| Copy line 4 here | 4. \$ 8,296.17 | \$ N/A |
| 5. List all payroll deductions: | | |
| 5a. Tax, Medicare, and Social Security deductions | 5a. \$ 1,802.54 | \$ N/A |
| 5b. Mandatory contributions for retirement plans | 5b. \$ 0.00 | \$ N/A |
| 5c. Voluntary contributions for retirement plans | 5c. \$ 0.00 | \$ N/A |
| 5d. Required repayments of retirement fund loans | 5d. \$ 0.00 | \$ N/A |
| 5e. Insurance | 5e. \$ 0.00 | \$ N/A |
| 5f. Domestic support obligations | 5f. \$ 0.00 | \$ N/A |
| 5g. Union dues | 5g. \$ 0.00 | \$ N/A |
| 5h. Other deductions. Specify: Medical pretax IRA | 5h.+ \$ 401.44 | \$ N/A |
| | \$ 144.98 | \$ N/A |
| 6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h. | 6. \$ 2,348.96 | \$ N/A |
| 7. Calculate total monthly take-home pay. Subtract line 6 from line 4. | 7. \$ 5,947.21 | \$ N/A |
| 8. List all other income regularly received: | | |
| 8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income. | 8a. \$ 0.00 | \$ N/A |
| 8b. Interest and dividends | 8b. \$ 0.00 | \$ N/A |
| 8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement. | 8c. \$ 0.00 | \$ N/A |
| 8d. Unemployment compensation | 8d. \$ 0.00 | \$ N/A |
| 8e. Social Security | 8e. \$ 0.00 | \$ N/A |
| 8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: | 8f. \$ 0.00 | \$ N/A |
| 8g. Pension or retirement income | 8g. \$ 0.00 | \$ N/A |
| 8h. Other monthly income. Specify: Transportation Reimbursement | 8h.+ \$ 1,000.00 | \$ N/A |
| | \$ 0.00 | \$ N/A |
| 9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h. | 9. \$ 1,000.00 | \$ N/A |
| 10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse. | 10. \$ 6,947.21 + \$ N/A | = \$ 6,947.21 |
| 11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: | | |
| | 11. +\$ 0.00 | |
| 12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies | 12. \$ 6,947.21 | Combined monthly income |
| 13. Do you expect an increase or decrease within the year after you file this form? | | |
| <input checked="" type="checkbox"/> No. | | |
| <input type="checkbox"/> Yes. Explain: | | |

Fill in this information to identify your case:

Debtor 1 David A. Cornell

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF NEW JERSEY, TRENTON
DIVISION

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2.

☐ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 2,187.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 200.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Cornell, David A.**

Case number (if known)

6. Utilities:

| | | |
|--|--------|---------------|
| 6a. Electricity, heat, natural gas | 6a. \$ | <u>400.00</u> |
| 6b. Water, sewer, garbage collection | 6b. \$ | <u>100.00</u> |
| 6c. Telephone, cell phone, Internet, satellite, and cable services | 6c. \$ | <u>250.00</u> |
| 6d. Other. Specify: <u>cable, tv</u> | 6d. \$ | <u>250.00</u> |
| | | <u>0.00</u> |

7. Food and housekeeping supplies

7. \$ 400.00

8. Childcare and children's education costs

8. \$ 0.00

9. Clothing, laundry, and dry cleaning

9. \$ 126.00

10. Personal care products and services

10. \$ 50.00

11. Medical and dental expenses

11. \$ 50.00

12. Transportation. Include gas, maintenance, bus or train fare.

Do not include car payments.

12. \$ 0.00

13. Entertainment, clubs, recreation, newspapers, magazines, and books

13. \$ 0.00

14. Charitable contributions and religious donations

14. \$ 0.00

15. Insurance.

Do not include insurance deducted from your pay or included in lines 4 or 20.

15a. Life insurance 15a. \$ 108.00

15b. Health insurance 15b. \$ 0.00

15c. Vehicle insurance 15c. \$ 200.00

15d. Other insurance. Specify: 15d. \$ 0.00

16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20.

Specify:

16. \$ 0.00

17. Installment or lease payments:

17a. Car payments for Vehicle 1 17a. \$ 406.00

17b. Car payments for Vehicle 2 17b. \$ 0.00

17c. Other. Specify: Daughter's Student Loan 17c. \$ 250.00

17d. Other. Specify: 17d. \$ 0.00

18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).

18. \$ 916.00

19. Other payments you make to support others who do not live with you.

\$ 0.00

Specify:

19.

20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.

20a. Mortgages on other property 20a. \$ 0.00

20b. Real estate taxes 20b. \$ 0.00

20c. Property, homeowner's, or renter's insurance 20c. \$ 0.00

20d. Maintenance, repair, and upkeep expenses 20d. \$ 0.00

20e. Homeowner's association or condominium dues 20e. \$ 0.00

21. Other: Specify:

21. +\$ 0.00

22. Calculate your monthly expenses

22a. Add lines 4 through 21.

22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2

22c. Add line 22a and 22b. The result is your monthly expenses.

\$ 5,893.00

\$

\$ 5,893.00

23. Calculate your monthly net income.

23a. Copy line 12 (your combined monthly income) from Schedule I.

23a. \$ 6,947.21

23b. Copy your monthly expenses from line 22c above.

23b. -\$ 5,893.00

23c. Subtract your monthly expenses from your monthly income.
The result is your monthly net income.

23c. \$ 1,054.21

24. Do you expect an increase or decrease in your expenses within the year after you file this form?

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☒ No.

☐ Yes.

Explain here:

B6 Declaration (Official Form 6 - Declaration) (12/07)

IN RE Cornell, David ACase No. 2:13-bk-31514

Debtor(s)

(If known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 21 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: December 20, 2016 Signature: /s/ David A CornellDavid A Cornell

Debtor

Date: _____ Signature: _____

(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342 (b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social Security No. (Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs the document.

Address

Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provision of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the _____ (the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership) of the _____ (corporation or partnership) named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (*total shown on summary page plus 1*), and that they are true and correct to the best of my knowledge, information, and belief.

Date: _____ Signature: _____

(Print or type name of individual signing on behalf of debtor)

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.